(Agreement for Sale)

AGREEMENT FOR SALE

This Indenture executed this the ..... day of the month of ....., in the Christian Era of Two Thousand Seventeen.

BETWEEN

1. NAME AND ADDRESS OF THE BUILDER/VENDOR/LAND OWNER:-

AMBEY BHAGWATI MARKETING CONSTRUCTIONS PVT. LTD., *A Company Registered under the Companies Act, 2013 vide Registration No.****U45200BR2007PTC012966,*** *having its registered Office at Ground Floor, Sita Ram Enclave, Vivakanand Marg, Beside Axis Bank, Boring Road, Patna-800013, Town and District-Patna, in the state of Bihar, represented through its Managing Director,* ***SRI BINAY KUMAR*** *Son of Late Chandradeo Singh, Resident of Flat No.402, Pawan Pradeep*

Enclave, Khetan Lane West Boring Canal Road, Town and District-Patna, in the State of Bihar, Indian Citizen. Hereinafter called the ***BUILDER/ VENDOR,*** *which expression unless repugnant to the context shall mean and include its heirs, executors, administrators, legal representatives assigns and successors-in-interest, of the* ***FIRST PART****.*

PAN.-AAGCA2854H (Attached) Mobile No.-9431014524.

AND

2. NAME AND ADDRESS OF THE BUYER/VENDEE:-

SRI ..... *Son of ....., Resident of ..... P.O.-..... P.S.-..... Town and District-..... in the State of Bihar, Indian Citizen. Hereinafter referred to as the* ***BUYER/BUYERS****, which terms expression shall unless it be repugnant to the context or meaning there of means and include his administrators, successors-in-flat and assigns, hereinafter called the* ***BUYER/BUYERS*** *and also the* ***SECOND PART****.*

PAN.-……. (Attached) Mobile No.-…….

Whereas, the ***AMBEY BHAGWATI MARKETING CONSTRUCTIONS PVT. LTD.,*** *A Company Registered under the Companies Act, 1956 vide Registration No.****U45200BR2007PTC012966,*** *having its registered Office at Ground Floor, Sita Ram Enclave, Vivakanand Marg, Beside Axis Bank, Boring Road, Patna-800013, Town and District-Patna, in the state of Bihar, represented through its Managing Director,* ***SRI BINAY KUMAR*** *Son of Late Chandradeo Singh resident of Flat No.402, Pawan Pradeep Enclave, Khetan Lane West Boring Canal Road, Town and District-Patna, in the State of Bihar, is a Company/Developer and one of its main objectives is to buy, sell, develop and deal in lands and buildings including residential apartment and to carry off the business of a Developer or societies, contractors, for all types of constructions for its prospective BUYER /BUYERS.*

WHEREAS *the Builder/Vendor/Land owner is seized and possessed of the land described in Schedule-I of this deed and the Builder/Vendor/Land owner has purchased the property described in the Schedule-I of this deed from* ***(I) SMT. MALTI DEVI*** *Wife of Late Mohan Rajak,* ***(2) SRI SANJAY SHAKTIRAJ & (3) SRI RAJIV RANJAN*** *Both Son of Late Mohan Rajak, All Resident of Mohalla-Dhirachak, Anishabad, P.O.-Anishabad, P.S.-Gardanibagh, Town and District-Patna, in the State of Bihar,* ***(4) SMT. ANJU RAJAN*** *Wife of Sri Sanjiv Rajan, Daughter of Late Mohan Rajak, Resident of House No.-31, Gandhi Nagar, Boring Road, P.S.-S.K.Puri, Town and District-Patna, in the State of Bihar, All Indian Citizens. The said sale deed has been registered in Registration office Patna, through Registered sale deed, Vide Deed No.****1525,*** *in Book No.1, Volume No.****27****, Page No.****35*** *to* ***43****, C.D No.-5, Token No.-1983, Serial No.-1979, Registered at District Registration Office Patna on dated-****24.01.2012****, and the purchaser* ***AMBEY BHAGWATI MARKETING CONSTRUCTIONS PVT. LTD.,*** *is sufficiently entitled to have the free hold land described as per the sale deed, bearing* ***Survey Plot No.1079****,* ***Tauzi No.15/806, Khata No.832, Thana No.-21,*** *and situated and lying in Branch Road of Mohalla-Danapur Vijay Vihar Colony, Pargana-Phulwari, P.S.-Danapur, Town and District-Patna, in the state of Bihar, measuring about* ***32 Decimals equivalent to 13936.64 Sq.ft.*** *more or less particularly described in Schedule-I hereunder written and hereinafter for brevity sake referred to as the said property. Thereafter, the Builder/Vendor/Land Owner is coming in actual, peaceful physical possession over the same as its absolute owner. They have mutated their name in the State of Serista, Circle Office Danapur and land revenue receipt is being issued in their name and land revenue is being paid to the Bihar Government through the Circle officer, Danapur.*

WHEREAS *it is further represented and declared by the land owner that the said property is under their exclusive possession with absolute right, title and interest, free from all encumbrance and the land owner is entitled to transfer and convey whole or part of the said property, having a full marketable title thereon.*

AND WHEREAS *the Vendor/Builder/Land decided to construct a multi-storied building on the aforesaid land in the name and style of* ***"RAM LAKHAN VATIKA".***

AND WHEREAS, *Nagar Parisad Danapur Nizamat has accorded permission* ***Vide Plan Case No.-157/16-17*** *on Dated-****28.10.2016,*** *for construction of the Residential Building has been constructed on the said land by* ***AMBEY BHAGWATI MARKETING CONSTRUCTIONS PVT. LTD., Patna*** *in the name and Style of* ***"RAM LAKHAN VATIKA"*** *hereinafter referred to as the* ***'BUILDING'*** *comprising several residential flats and car parking.*

AND WHEREAS*, the BUYER/BUYERS has taken inspection of the aforesaid documents and after becoming satisfied himself about the right, title and interest of the Vendor/Builder to the said Flat and is also aware of the fact that the Vendor/Builder have entered and for entering into separate agreements with several other persons and/or parties who are interested in acquiring the proposed Flat.*

NOW THIS AGREEMENT WITNESSETH *and it is here by agreed between the parties here to as follows:-*

1. *The Developer shall construct and complete a complex known as* ***"RAM LAKHAN VATIKA"*** *over the said land in terms of the scheme framed by the Developer.*

2. *The BUYER/BUYERS agreed to acquire from the vendor/Builder that the said Flat with equitable share in the land described hereinafter at for a*

total consideration as mentioned in Part-III of the Schedule-B hereunder written and the vendor/Builder have agreed to convey the same in favour of the BUYER/BUYERS at the said consideration.

3. *The said total consideration has been calculated on the basis of the super built-up area as detailed in Part-III of the Schedule-B hereunder written. In case any difference is found in the area at the time of taking final measurement after completion of the building, the difference in the consideration amount shall be adjusted accordingly. The certificate of the Architect in this regard shall be final and binding on both the BUYER/ BUYERS and the vendor/Builder.*

4. *The said total consideration shall be paid by the BUYER/BUYERS to the vendor/Builder or its authorized representative in the manner set out in the Part-III of the Schedule-B hereunder written. It is also agreed that all such payments shall always be made by crossed A/C payee Cheque or pay orders or Demand Draft on any Bank of Patna, in favour of the vendor/Builder.*

5. *In case any sales tax, Service tax, purchase tax or any other Government Duty tax (not being the Income Tax) as prevailing then, if any payable in relation to the said, the same shall be on the account of the BUYER/BUYERS.*

6. *The BUYER/BUYERS shall make the final payment of the entire amount under the agreement whether demanded or not by the vendor/Builder. In default, of any amount in time the BUYER/BUYERS shall be liable to pay an interest at the rate of 18% per annum compounded every Month on all the amounts, which become due to the vendor/Builder calculated of the interest from the due date of the said amount.*

7. *If The BUYER/BUYERS shall not clear his dues along with the interest at the rate of 18% per annum, within 60 days from the date of the said amount become due as above or committing in payment on due date of this agreement. The vendor/Builder shall be entitled to their own option to cancel the allotment of the said Flat No**.-.....** and allot the said Flat No**.-.....** to any other persons. And the Vendor/Builder shall refund the amount to the BUYER/BUYERS (which has been paid by the **BUYER /BUYERS** to the vendor/Builder after 90 days from the date of cancellation after deducting 2% cancellation charge on the said consideration amount, which is mentioned in Part-III of the Schedule-B).*

8. *As soon as the said Flat No**.-.....** agreed to be acquired by the BUYER/BUYERS, where completed by the vendor/Builder or authorized representative, it shall notify to the BUYER/BUYERS of the said Flat No**.-.....** has been completed.*

9. *Within 15 days of the receipt of the notice given to the BUYER/ BUYERS by the vendor/Builder its representative shall take possession of the said Flat No**.-.....** after fully payment and/or deposit of all amounts becoming due by the BUYER/BUYERS under this agreement. If the BUYER/BUYERS fails to make the full payment and take the possession of the said Flat No**.-.....** the vendor/Builder or its authorized representative shall be entitled to terminate this agreement for sale of the said Flat No**.-.....** at the entire risk of the BUYER/BUYERS.*

10. *Provided that the entire consideration amounts deposited by the BUYER/BUYERS to the vendor/Builder and the BUYER/BUYERS performs all the terms and conditions and stipulated contained herein to be perfumed observed, the BUYER/BUYERS shall be entitled to peacefully hold, possess and enjoy the said Flat No**.-.....** without any interruption by any person or persons lawfully or equitable claiming for under or in trust for the society performed by the vendor/Builder.*

*(a) After occupation, the BUYER/BUYERS shall not use the said Flat No**.-.....** for any purpose other than for which the said Flat No**.-.....** is being acquired by him, except with proper, prior written permission by the vendor/Builder.*

*(b) The BUYER/BUYERS shall keep the common area and compound of the said building and the said complex neat and clean in proper condition and shall neither occupy, interfere, hinder or keep or store any goods, furniture etc., in the common area and the compound of the said building and neither shall use the same of the said Flat No**.-.....** for any illegal purpose or in the manner which may cause objection to the BUYER/ BUYERS of the other flats in the said building or the said complex.*

***11.** From the date of possession the BUYER/BUYERS agrees and undertakes to pay the vendor/Builder or society regularly and punctually whether demanded or not at all times the proportionate share of the Municipal rents and taxes on the basis of the Municipal Assessment and of all the outgoings calculated either on the actual amount in respect of the said Flat No**.-.....** including all rates, dues, duties, common utilities, maintenance charges, including the running charges repairs salaries of the employees (bill collector, chowkidar, liftman, sweepers, electrical etc.,) and all other expenses of an incidental the management and maintenance of the said complex as may be determined or fixed by the vendor/Builder or society as the service charges on or before 7th Day of every month.*

(a) The BUYER/BUYERS irrevocably agrees to abide by all the rules and regulations framed or to be framed at any time and from time to time by the vendor/Builder or society and generally do all and every acts that the vendor/Builder or Society may call upon the BUYER/BUYERS to do in the best interest of the Building and/or complex and the BUYER/BUYERS of the other Flats in the Building and/or the said complex.

(b) The BUYER/BUYERS further agrees and undertakes that the BUYER/BUYERS shall always be bound to sign all the papers and documents and to do all other things as the vendor/Builder may require from the BUYER/BUYERS of the other Flats in the said building.

12. *The BUYER/BUYERS shall carry out all the internal repairs of the said Flat No**.-.....** agreed to be acquired by him at his own cost and maintain it in good condition.*

13. *The vendor/Builder covenants with the BUYER/BUYERS that the constructions of the said Building (and the Flat No**.-.....**) shall be completed by the time agreed between the Vendor and Vendee, and that the time for completion all be deemed to have been extended in the event of non-availability, of building materials, or delay in the receipt of installments of the consideration amount from the BUYER/BUYERS of the other Flats and/or delay due to Force Major Clause, as provided herein, in the vendor/Builder is not able to give the possession of the said Flat No**.-.....** to the BUYER/BUYERS on the above account of any reasonable cause. The BUYER/BUYERS may not be entitled to any damage, whatsoever, but she shall be entitled to receive back the entire money paid by him to the vendor/Builder.*

14. *The BUYER/BUYERS covenants with the vendor/Builder and through them with the BUYER/BUYERS of the other Flats that he shall not ever demolish or cause to be demolished any part of the said building or any portion of the said building, not shall be at any time make or cause to be made any new construction whatsoever, nature in the said building or the said complex or any part thereof. The BUYER/BUYERS further covenants that he shall not make additions or alterations to the said Flat No**.-.....** without the previous consent in the written permission from the society framed by the vendor/Builder.*

15. *All costs, charges and expenses in connection with the formation of the said co-operative/society as well as the cost of the preparing, executing and registering of the Agreement or Agreement Deed and Deeds of conveyance or conveyances, transfer Deeds, any documents or document required to be executed by the vendor/Builder for the preparation and approval of such documents and also the Stamp Duty applicable at the time of the conveyance of the Deed, shall be borne and paid by the BUYER/BUYERS and that the vendor/Builder shall not be liable to contribute anything towards such expenses.*

16. *In case any security deposit is demanded by the electricity authority, Municipal Authority or any other local authority of or supply of electricity, water, gas or another facility or utility or amenity, shall be determined by the society to be proportionate share borne by the BUYER/BUYERS.*

17. *All letters, receipts and/or notice issued by the vendor/Builder and dispatched under the registered post to the above address or such other address as may be intimated by the BUYER/BUYERS shall be sufficient proof of receipt of the same by the BUYER/BUYERS on the 7th day from the date of dispatched.*

18. *The BUYER/BUYERS hereby agree that the vendor/Builder shall entitled to create equitable or any legal mortgage of the said land and the building in the said complex either in full or in part for obtaining loan itself from any bank, or Institutions or any third party for the purpose for constructions of the said building and/or the said complex for arranging loan for the BUYER/BUYERS of the other Flats in the complex.*

19. *The vendor/Builder hereby agrees to return all loans and interest thereon if obtaining by the vendor/Builder for itself for the purpose of financing the constructions before the final conveyance. It is however agreed by and between the BUYER/BUYERS and the vendor/Builder or society shall not be responsible in any manner whatsoever in respect to*

the loan or loans arranged for the BUYER/BUYERS and/or the BUYER/ BUYERS alone shall be responsible for the timely repayment of the same.

20. *The BUYER/BUYERS hereby agrees and undertakes to furnish, sign and verify all papers, documents and when required by the vendor/Builder or its authorized representatives for assisting the BUYER/BUYERS in obtaining the loans from Banks or Financial Institutions. The BUYER/ BUYERS further agrees and hereby irrevocably authorized to the vendor/ Builder to receive all loans, amount, as and when received detailed and set out in Part-III of the Schedule-B hereunder written.*

21. *In the case of cancellation/revocation of allotment, by way of agreement, of the Flat more fully described in the Schedule-II of this deed due to any unforeseen legal causes or complications, the Builder/ Developer/Vendor is liable to return the consideration amount as paid by the Vendee/Buyer, back to the Vendee/Buyer with the mutual consent of both the Builder/Developer and the Buyer/Vendee without deducting any interest over the amount.*

PART-I

DESCRIPTION OF THE LAND

All that total piece and parcel of land measuring ***33 Decimals equivalent to 13936.64 Sq.ft.*** *approximately situated at Branch Road of Mauza/Mohalla-****Danapur Vijay Vihar Colony (Danapur M.V.R. Serial No.-115, Zone-3, Year-2016-17)****, Pargana-Phulwari, P.S.-Danapur, Town and District-Patna, in the state of Bihar, bearing* ***Survey Plot No.1079****,* ***Tauzi No.15/806, Khata No.832, Thana No.-21,*** *and the Annual Rent Receipt is being issued and the Annual Rent being paid to the Bihar Government through the Circle Officer, Danapur, Sub Registration office and Sadar Registry Office and District-Patna, within the jurisdiction and limit of Patna Regional Development Authority (PRDA) and within the limit of Patna Municipal Corporation, and its Boundary as follows:-*

BOUNDARY

NORTH **:** *Sri Baldeo Prasad.*

SOUTH **:** *Sri Munshi Singh & Sri Murat Singh.*

EAST **:** *Branch Road*

WEST **:** *Sri Chalithar Singh.*

PART-II

DESCRIPTION OF THE PROPERTY

*Flat No**.-..... on the ..... Floor** of the Building named **"RAM LAKHAN VATIKA",** having super built up area of **..... Sq.ft.** along with a reserved car parking space in the Ground floor which shall be bounded as follows :-*

NORTH **-**

SOUTH **-**

EAST **-**

WEST **-**

*The total consideration for the transfer of the Flat No**.-..... with** equitable share in the land thereon shall be **(Rs...../-Rupees ..... only)** in respect of the Flat measuring an area of **..... Sq.ft. (approx)** built super built-up area of the Flat No**.- ..... shall be aggregate of the following :-*

a) Carpet area comprised within the said Unit.

b) Area of the walls and columns, if any within and outside the said unit save the wall or walls separating the said unit or units on the same floor in which place 50% (fifty percent) of such common wall shall be taken into account.

c) Proportionate share in the land, common space in the said building like staircase on all the floors of the building, electrical common meter room, common toilet, common passage/passages on each floor and lobby on the ground floor etc. as well as stag from water pump, water towers, transformers and electrical sub station room, (if provided) outside the said building are also taken into account as service area.

d) The Flat will be handed over to the Party after the full payment against the Flat by the time agreed between the parties.

PART-III

of the Schedule-B above referred To

The said total amount of ***(Rs...../-Rupees ..... only)*** *shall be paid by the BUYER/BUYERS only as mentioned of the Schedule-B.*

In installment as follows and within days of demand:

Payment Schedule-

(A) Cost of the flat & parking space, extra charges Excluding Service Tax	:	***Rs...../-***
(B) Amount Paid by Cheque/R.T.G.S./D.D.	:	***Rs. ...../-***

(C) Balance amount due	:	***Rs...../-***

(Rupees ..... only)

The Balance amount of ***Rs...../-(Rupees ..... only)*** *shall be paid by the Buyer to the Vendor/Builder within a period of* ***..... Month*** *from the date of execution and registration of this Agreement for Sale.*

STANDARD SPECIFICATIONS

FOUNDATION	:	*Providing R.C.C. short bore under reamed group piles foundation considering high resistance earth quake and wind load factors as per structural design, tied with grade beam.*
STRUCTURE	:	*Providing R.C.C. framed structure.*

CIVIL WORKS : *Providing 1st class brick work in cement mortar of suitable make over RCC capping beam and DPC with water proofing compound.*

FLOORING : *All carpet areas Vitrified Tiles flooring and common areas Marble.*

FINISHING : *(a) All internal walls to be finished in two coat of Wall Putty in balcony and bath room ..*

(b) External walls finished with Two coat wall putty and two coat weather coat paint good quality .

KITCHEN : *(a) A working 20" High platform of good quality granite top with stainless steel sink.*

(b) Glazed tiles up to 2'0" high working platform.

DOORS :*30 MM thick flush doors in timber/hard wood frames and painted in standard quality of enamel paint.*

WINDOW :*Allmuniam windows with panel glasses.*

TOILETS :*(a) Color vitrified glazed tiles dodo upto 6'0" height in bathrooms.*

(b) White glazed vitreous sanitary ware European type w/c flushing system in the second toilet.

(c) Provision of Hot and Cold water plumbing work in both bathroom .

(d) One wash basin will be given in each bathroom.

(e) C.P. Fitting of standard quality will be provided. All fittings of ISI mark .

PLUMBING :*All internal G.I. Water supply pipe will be concealed. Soil and waste pipe will be of PVC.*

ELECTRICAL :*(a) Concealed wiring in PVC conduit and copper conductor.*

(b) Suitable points for Power, Fan, Light, Telephone, T.V., A.C., R.O. System, chemani etc., will be given in drawing/dining, kitchen, Bathroom, Balconies, Bedrooms, as per electrical consultant's design.

(c) All fittings of ISI mark.

Other Features

1. Security system (1) intercom system in the complex.

2. Power Backup silent Generator of suitable capacity shall be added is the complex.

3. Firefighting equipment for the complex will be provided.

4. One lift from a standard company will be installed in the building.

Notes: 1. If certain specifications are improved upon, as per the advice of the Architect/decision of the promoters, then the customer will accept the same for which prior consent of the customer will not be required.

2. All specifications, sizes and layouts etc are subject to such variations, additions, and modifications, as decided by the & owner/promoters/architects/society or by competent authority.

IN WITNESS WHEREOF *the vendor/Builder here to have executed and delivered presents on the day, month and year first above written by the vendor/Builder here to in the presence of:*

WITNESES:-

1.

DEVELOPER/VENDOR

2. ***BUYER/VENDEE***